UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

:

In re : Chapter 11 Case No.

LEHMAN BROTHERS HOLDINGS INC., et al., : 08-13555 (JMP)

Debtors. : (Jointly Administered)

:

NOTICE OF PARTIAL TRANSFER OF CLAIM PURSUANT TO FRBP RULE 3001(e)(2)

1. TO: Credit Suisse (Monaco) S.A.M. ("Transferor")

1 Madison Avenue New York, NY 10010 Attn: Allen Gage

Telephone: (212) 538-9137

2. Please take notice that the transfer of a portion of your claim against LEHMAN BROTHERS HOLDINGS INC., et al, Case No. 08-13555 (JMP) arising from and relating to Proof of Claim No. 55817 (attached as Exhibit A hereto), has been transferred to:

Barclays Bank PLC ("<u>Transferee</u>") 745 Seventh Avenue New York, NY 10019 Telephone: (212) 412-2865

Email: daniel.crowley@barclayscapital.com daniel.miranda@barclayscapital.com

An executed "Evidence of Transfer of Claim" is attached as <u>Exhibit B</u> hereto. All distributions and notices regarding the transferred portion of the claim should be sent to the Transferee as provided in Exhibit C hereto.

- 3. No action is required <u>if you do not object</u> to the transfer of your claim. However, **IF YOU**OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN <u>20 DAYS</u> OF THE DATE OF THIS NOTICE, YOU MUST:
- -- FILE A WRITTEN OBJECTION TO THE TRANSFER with:

United States Bankruptcy Court Southern District of New York Attn: Clerk of Court Alexander Hamilton Custom House One Bowling Green New York, NY 10004-1408 08-13555-mg Doc 20902 Filed 10/17/11 Entered 10/17/11 13:50:09 Main Document Pg 2 of 16

	SEND A COPY OF YOUR OBJECTION TO THE TRANSFEREE
	Refer to INTERNAL CONTROL NO in your objection and any further correspondence related to this transfer.
TIME	If you file an objection, a hearing will be scheduled. IF YOUR OBJECTION IS NOT LY FILED, THE TRANSFEREE WILL BE SUBSTITUTED FOR THE TRANSFEROR ON RECORDS AS A CLAIMANT IN THIS PROCEEDING.
	CLERK
FOR C	CLERK'S OFFICE USE ONLY:
This no	tice was mailed to the first named party, by first class mail, postage prepaid on, 2009
INTER	NAL CONTROL NO
Copy:	check) Claims Agent Transferee Debtors' Attorney
	Deputy Clerk
	Beputy Clerk

EXHIBIT A

[Proof of Claim]

United States Bo	nkruptcy Court/Souther	n District of New York	以是这些法国是改造	
Lehman Brother	s Holdings Claims Proces	sing Center	LEHMAN SEC	CURITIES PROGRAMS
FDR Station, P.O.	ptcy Solutions, LLC D Box 5076		PRO	OF OF CLAIM
New York, NY	0150-5076			District of New York
In Re:	s Holdings Inc., et al.,	Chapter 11	Filed: USBC	Southern District of New York Brothers Holdings Inc., Et Al.
Debtors.	s rioldings inc., et al.,	Case No. 08-13555 (JMP) (Jointly Administered)	Comman	08-13555 (JMP) 0000055817
based on Lehi	rm may not be used t nan Programs Securi hman-docket.com as	o file claims other than those		IS FOR COURT USE ONLY
THE PARTY OF	minan-docker.com as	01 July 17, 2009	SI ACE	IS FOR COURT USE ONLY
Name and addres Creditor)	ss of Creditor: (and name	and address where notices should be	sent if different from	Check this box to indicate that this claim amends a previously filed claim.
Credit Suisse (M	Ionaco) SAM			Court Claim Number:(If known)
See Attached Ri	der			Filed on:
Telephone number	er En	nail Address:		
		be sent (if different from above)		Check this box if you are aware that
				anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number: Email Address: 1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman				
and whether such dollars, using the you may attach a Amount of Clair	claim matured or became exchange rate as applical schedule with the claim a m: \$ See Attached Rider	over the pour owned the Lehman for fixed or liquidated before or after Soble on September 15, 2008. If you are mounts for each Lehman Programs S (Required)	Programs Securities on Septen eptember 15, 2008. The claim filing this claim with respect to ecurity to which this claim rela	amount must be stated in United States
2. Provide the I	nternational Securities Id	entification Number (ISIN) for each I	ehman Programs Security to a	which this claim relates. If you are filing
this claim with re- which this claim i	spect to more than one Le	hman Programs Security, you may at	ttach a schedule with the ISINs	for the Lehman Programs Securities to
International Securities Identification Number (ISIN): See Attached Rider (Required)				
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.				
Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:				
See Attached Rider (Required)				
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.				
Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: See Attached Rider				
(Required)				
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.				
Date.	Signature: The person f	iling this claim must sign it. Sign and	print name and title if any	OCT 2 9 2009
10/07/09	of the creditor or other pe	erson authorized to file this claim and the notice address above ttack	state address and telephone	EPIQ BANKRUPTCY SOLUTIONS, LLC
	Head of legal	Head of Ofer chaim: Fine of up to \$500,000 or imp	risonment for un to 5 years or	both 18 H S C 88 152 and 2571
		i me or up to oboo, out of thip	resonancia for up to 3 years, of	DOM: 10 U.S.C. 99 132 allu 33/1

RIDER TO PROOF OF CLAIM FILED ON BEHALF OF Credit Suisse (Monaco) S.A.M. against LBHI (Lehman Programs Securities)

- 1. In accordance with the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form [Docket 4271] dated July 2, 2009 and the Notice of Deadlines for Filing Proofs of Claim Based on Lehman Programs Securities dated July 27, 2009, Credit Suisse (Monaco) S.A.M. ("CS") files this claim against Lehman Brothers Holdings, Inc. ("LBHI") based on the Lehman Programs Securities ("LPS", whether used in the singular or plural) contained in Schedule I. Schedule I lists the International Securities Identification Number, Depository Participant Account Number, and Depository Blocking Reference Number for each LPS related to this claim.
- 2. As the LPS are booked either in units or nominal amounts in the relevant depository systems, CS has provided the number of units or nominal amounts held for each LPS in Schedule I in lieu of claim amounts. CS reserves the right to amend this proof of claim at a later date to specify claim amounts in United States dollars.
- CS reserves the right to amend, modify or supplement this proof of claim in any manner, for any purpose and at any time.
- CS reserves the right to assert and file any and all additional claims of whatever kind or nature that it has or may hereinafter have against LBHI.
- CS reserves the right to set-off any claim set forth in this proof of claim against any claim that LBHI or the LBHI estate has or may assert against CS.
- CS reserves all rights it has or may have in the future against LBHI. This
 proof of claim is not intended as (a) a waiver or release of any rights of CS against LBHI (or

any of its affiliates) not asserted in this proof of claim, (b) a consent by CS to the jurisdiction of this Court with respect to the subject matter of the claims set forth herein or to this Court's hearing, determining or entering orders or judgments in any proceedings on this proof of claim, (c) a waiver of the right of CS to trial by jury in any proceedings so triable in these cases or any controversy or proceedings related to these cases or (d) an election of remedies.

- No judgment has been rendered on the claims set forth in this proof of claim.
- No payments on the claims set forth in this proof of claim have been made by the debtor.

9. All notices concerning this proof of claim should be sent to:

Credit Suisse (Monaco) S.A.M. 1 Madison Avenue New York, NY 10010 Attn: Allen Gage Ph: (212) 538-9137

With a copy to:

Cravath, Swaine & Moore LLP Worldwide Plaza 825 Eighth Avenue New York, NY 10019 Attn: Richard Levin Ph: (212) 474-1135

SCHEDULE I

S.A.M.
(Monaco)
t Suisse
Credi
S Entity
76

	April The Black		Total Holdings at each	ys at each			
			(Sub-)Custodian	stodian	Euroc	Euroclear Bank S.A.	A
)5 (t	Denominational				Acco	Account No. 94285	85
NISI	Currency	(Sub-)Custodian Nominal	Nominal	Units	Nominal	Units	Blocking No
XS0335964648	EUR	CS Zurich	10,000	3	10,000	ı	9454832
XS0325369725	nsp	CS Zurich	300,000		300,000	-	9454833
XS0186883798	nsp	CS Zurich	712,000	•	712,000	1	9454834
XS0204933997	USD	CS Zurich	1,010,000	1	1,010,000	1	9454835
XS0266486025	OSD	CS Zurich	1,000,000	1	1,000,000		9454836
XS0303746571	EUR	CS Zurich	310,000	1	310,000	1	9454837
XS0347732892	OSD	CS Zurich	20,000		20,000	e g	9454838
XS0213899510	EUR	CS Zurich	1,312,000	1.	1,312,000	1	9454839
XS0186243118	CFF	CS Zurich	20,000		20,000		9454840
XS0082350587	ITL	CS Zurich	615,000,000		615,000,000	1	9454841
XS0210433206	EUR	CS Zurich	130,000	1.	130,000	1	9454842
XS0210414750	GBP	CS Zurich	20,000		20,000		9454843
XS0224346592	EUR	CS Zurich	000'09	913	000'09	1	9454844
XS0229269856	EUR	CS Zurich	234,000	1	234,000	1	9454845
XS0252834576	EUR	CS Zurich	200,000	1:	200,000	•	9454846
XS0256368308	asn	CS Zurich	100,000	che)	100,000	1	9454847
XS0326978102	nsp	CS Zurich	1,990,000	T	1,990,000	ï	9454848
ANN521338783	asn	CS Zurich	1	8	1	8	9454849
XS0292459327	asn	CS Zurich	300,000	•	300,000	1	9454850
XS0302356737	EUR	CS Zurich	1	300		300	9454851
XS0308389807	USD	CS Zurich	920,000		920,000	1	9454852
XS0339537390	EUR	CS Zurich	150,000	•2	150,000		9454853
XS0327236914	EUR	CS Zurich	804,000	3.	804,000	1	9454854
XS0343681473	EUR	CS Zurich	2,000,000	31.	2,000,000	1	9454855
XS0337337710	CHF	CS Zurich	30,000	1	30,000	1	9454856
DE000A0TQG23EUR	3 EUR	CS Zurich	000'08	3	80,000	-	9454857

GS Entity: Credit Suisse (Monaco) S.A.M.

Solution Currency Cs Zurich Cs Zur				Total Holdings at each	gs at each	L		
CS Zurich 2,000,000 - 2,000 CS Zurich 3,000,000 - 3,000 CS Zurich 3,000,000 - 3,000 CS Zurich 2,030,000 - 3,000 CS Zurich 2,030,000 - 2,030 CS Zurich 2,000,000 - 2,030 CS Zurich 2,000,000 - 2,000 CS Zurich 300,000 - 2,000 CS Zurich 300,000 - 2,000				(Snp-)Cns	stodian	Euroc	Hear Bank	.A.
Currency (Sub-)Custodian Nominal Nominal CS Zurich 2,000,000 - 2,000,000 CS Zurich 3,000,000 - 3,000,000 CS Zurich 2,030,000 - 3,000,000 CS Zurich 2,000,000 - 2,030,000 CS Zurich 2,000,000 - 2,000,000 CS Zurich 300,000 - 2,000,000		Denominational				Acco	unt No. 942	85
CS Zurich 2,000,000 - 2, CS Zurich 3,000,000 - 3, CS Zurich 2,030,000 - 2, CS Zurich 2,000,000 - 2, CS Zurich 2,000,000 - 2, CS Zurich 300,000 - 2,		Currency	(Sub-)Custodian	Nominal	Units	Nominal	Units	Blocking No.
CS Zurich 3,000,000 - 3, CS Zurich 3,000,000 - 3, CS Zurich 2,030,000 - 2, CS Zurich 2,000,000 - 2, CS Zurich 300,000 - 2,		OSD	CS Zurich	2,000,000	•	2,000,000	1	9454858
CS Zurich 3,000,000 - 3, CS Zurich 2,030,000 - 2, CS Zurich 2,000,000 - 2, CS Zurich 300,000 - 2,		OSD	CS Zurich	3,000,000	•	3,000,000	٠	9454859
CS Zurich 2,030,000 - 2, CS Zurich 2,000,000 - 2, CS Zurich 300,000 - 2,		OSD	CS Zurich	3,000,000		3,000,000		9454860
CS Zurich 2,000,000 - 2,	_	OSD	CS Zurich	2,030,000	1770	2,030,000	1	9454861
CS Zurich 300,000	_	USD		2,000,000		2,000,000	ť	9454862
	_	EUR	CS Zurich	300,000		300,000	í	9454863

H A N

D

D

E

T

V

E

R

RECEIVED BY:

DATE

TIME

EXHIBIT B

[Executed Evidence of Transfer of Claim]

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, Credit Suisse (Monaco) SAM ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Barclays Bank PLC (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amounts specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 55817 attached hereto in Schedule 2, filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., as guarantor of the Purchased Security (as defined below) and as debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptey Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule I attached hereto.
- Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; or, alternatively, Seller is duly authorized to sell, transfer and assign the Transferred Claims by the owner of the Transferred Claims who has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by such owner or against such owner; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; and (g) no objection to the Transferred Claims has been received.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the

4 tr

Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses which result from Seller's breach of its representations and warranties made herein.
- Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed on:

Date:

Date:

Credit Suisse (Monaco) SAM

Name: Edouard Curé

Title: Head of Legal Monaco - Vice-President

Barclays Bank PLC

Name: Daniel Crowley Title: Managing Director

Title:

COO Monaco - Director

Credit Suisse (Monaco) SAM

27, Avenue de la Costa

B.P. 155

MC 98003 Monaco CEDEX

+377 93 15 27 27

745 Seventh Ave New York, NY 10019

662660.6 153/05435

Transferred Claims

Purchased Claim

\$2,000,000.00 of the outstanding JSIN XS0383013066 on POC 55817 (the outstanding amount of the Proof of Claim as of September 🔏 2011).

Lehman Programs Securities to which Transfer Relates

Accrued Amount (as of Proof of Claim Filing Date)	All accrued interest, fees and other recoveries due.
Maturity	August 21, 2009
Coupon Maturity	N/A
Principal/Notional Amount	USD 2,000,000 of USD 2,000,000
Guarantor	Lehman Brothers Holdings Inc.
Issuer	Lehman Brothers Treasury Co. B.V.
ISIN/CUSIP	XS0383013066
Description of Security	Issue of USD 2,030,000 Equity-Linked Notes due August 2009 relating to a basket of Depositary Receipts Unconditionally and irrevocably guaranteed by LEHMAN BROTHERS HOLDINGS INC. Octobroware) under the U.S.\$100,000,00 6,000



08-13555-mg Doc 20902 Filed 10/17/11 Entered 10/17/11 13:50:09 Main Document Pg 16 of 16

Schedule 2

roof of Claim

662660.6 153/05435